

05-22-2009

TO: ANDREW COLAO COMPANY:



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Electronic Version v1.1  
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SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the the name of the Assignee and to update the address of the Assignee. previously recorded on Reel 003516 Frame 0497. Assignor(s) hereby confirms the Security Interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Interstate Hotels and Resorts, Inc.		03/09/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Lehman Commercial Paper Inc., as Administrative Agent
Street Address:	c/o Lehman Brothers Holdings Inc.
Internal Address:	1271 Avenue of the Americas, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	CORPORATION: New York

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	75576543	BIGG BLUE MARTINI
Serial Number:	75578265	BIGG BLUE MARTINI
Serial Number:	76000374	D
Serial Number:	76002775	DORAL D
Serial Number:	75902340	
Serial Number:	76137697	
Serial Number:	75637160	FUN FACTORY
Serial Number:	75656597	FUNOLOGY
Serial Number:	75479924	HITECHATORIUM
Serial Number:	75656598	KIDS FUN FACTORY
Serial Number:	75788450	MIST SPA
Serial Number:	76063099	SHORELINES

CH 5315.00 75576543

TO: ANDREW COLAO COMPANY: WEIL, GOTSHAL & MANGES LLP

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: dev.ghose@weil.com  
Correspondent Name: Andrew Colao  
Address Line 1: Weil, Gotshal & Manges LLP  
Address Line 2: 767 5th Avenue  
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	73883.0985 DEV GHOSE
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NAME OF SUBMITTER:	Andrew Colao
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Signature:	/Andrew Colao/
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Date:	04/22/2009
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Total Attachments: 7  
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# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Interstate Hotels & Resorts, Inc.		03/09/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
Name:	Lehman Commercial Paper, Inc.		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION:		
<b>PROPERTY NUMBERS Total: 12</b>			
Property Type	Number	Word Mark	
Registration Number:	2407010	BIGG BLUE MARTINI	
Registration Number:	2407018	BIGG BLUE MARTINI	
Registration Number:	2768557	D	
Registration Number:	2661269	DORAL D	
Registration Number:	2505936		
Serial Number:	76137697		
Registration Number:	2594700	FUN FACTORY	
Registration Number:	2605172	FUNOLOGY	
Registration Number:	2342315	HITECHATORIUM	
Registration Number:	2704932	KIDS FUN FACTORY	
Registration Number:	2613076	MIST SPA	
Registration Number:	2455342	SHORELINES	
<b>CORRESPONDENCE DATA</b>			

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TRADEMARK  
 REEL: 003993 FRAME: 0453

TO: ANDREW COLAO COMPANY: WEIL, GOTSHAL & MANGES LLP

TRADEMARK SECURITY AGREEMENT, dated as of March 9, 2007, by the entity listed on the signature page hereof (the "Grantor"), in favor of LEHMAN COMMERCIAL PAPER INC. ("LCPI"), as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Senior Secured Credit Agreement, dated as of March 9, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among INTERSTATE OPERATING COMPANY, L.P. (the "Borrower"), the Lenders and Issuers party thereto, LCPI, as administrative agent for the Lenders and Issuers, and the other agents party thereto, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to the Guaranty pursuant to which it has guaranteed the Obligations; and

WHEREAS, the Grantor is a party to a Security Agreement in favor of the Administrative Agent (the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

TO: ANDREW COLAO COMPANY: WEIL, GOTSHAL & MANGES LLP

(d) all Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

*Section 3. Security Agreement*

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

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TO:ANDREW COLAO COMPANY:WEIL, GOTSHAL & MANGES LLP

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INTERSTATE HOTELS AND RESORTS, INC.,  
as Grantor

By: 

Name: Christopher Bennett  
Title: Executive Vice President  
and General Counsel

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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WEIL GOTSHAL

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TO: ANDREW COLAO COMPANY: WEIL, GOTSHAL & MANGES LLP

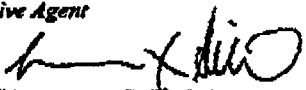
ACCEPTED AND AGREED  
as of the date first above written:

LEHMAN COMMERCIAL PAPER INC.,  
as Administrative Agent

By:

Name:

Title:

  
Francis X. Gilhool  
Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 003993 FRAME: 0457

TO: ANDREW COLAO COMPANY: WEIL, GOTSHAL & MANGES LLP

Schedule I  
 to  
 Trademark Security Agreement  
 Trademark Registrations

BIG BLUE MARTINI	REGISTERED	75/578543	10/28/88	2407010	11/21/00	Interstate Hotels and Resorts, Inc.
BIG BLUE MARTINI and Design	REGISTERED	75/578285	10/28/88	2407013	11/21/00	Interstate Hotels and Resorts, Inc.
D & Design	REGISTERED	75/000374	3/14/00	2788557	9/30/03	Interstate Hotels and Resorts, Inc.
D DORAL & Design	REGISTERED	75/002775	3/17/00	2681289	12/17/02	Interstate Hotels and Resorts, Inc.
Design of a Fun Factory	REGISTERED	75/902340	1/24/00	2505538	11/13/01	Interstate Hotels and Resorts, Inc.
Design of a Star	REGISTERED	75/137887	8/29/00	25866925	05/07/02	Interstate Hotels and Resorts, Inc.
FUN FACTORY	REGISTERED	75/537180	2/9/99	2594700	06/16/02	Interstate Hotels and Resorts, Inc.
FUNOLOGY	REGISTERED	75/555597	3/9/99	2605172	06/08/02	Interstate Hotels and Resorts, Inc.
HITECHATORIUM	REGISTERED	75/479924	5/5/98	2342315	4/18/00	Interstate Hotels and Resorts, Inc.
KIDS FUN FACTORY	REGISTERED	75/555596	3/9/99	2704932	4/8/03	Interstate Hotels and Resorts, Inc.
MIST SPA	REGISTERED	75/768450	8/5/99	2613076	8/27/02	Interstate Hotels and Resorts, Inc.
SHORELINES	REGISTERED	76/083066	6/5/00	2456342	6/29/01	Interstate Hotels and Resorts, Inc.

TOTAL P.13